

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C1		PAGE OF PAGES 1 7	
2. CONTRACT (Proc. Inst. Ident.) NO. SP0300-03-D-Z106		3. EFFECTIVE DATE <i>MAR 31, 2003</i>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ARS02086000100			
5. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 DSCP-HRAA, F. Tallent 215-737-2969 FAX 7774		CODE SP0300		6. ADMINISTERED BY (If other than Item 5) DCMC Indianapolis DCMDE-GIOB 8899 East 56th Street Indianapolis, IN 47710		CODE S1501A	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) AmeriQual Group, LLC d/b/a AmeriQual Packaging 225 West Morgan Avenue Evansville, IN 47710		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT 025% 20 days	
10. SUBMIT INVOICES (4 copies unless otherwise specified) ADDRESS SHOWN IN:		ITEM See block # 12 SC1020	
CODE 08KA0		FACILITY CODE	
11. SHIP TO/MARK FOR See Schedule		12. PAYMENT WILL BE MADE BY DFAS-Columbus Center North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (3) <input type="checkbox"/> 41 USC 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA SG97X4930.5CS0 01 26.0 S33150			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Meal, Ready-to-Eat, Individual MRE XXIII NSN: 8970-00-149-1094	1,500,000	BX	\$47.72	71,580,000.00
0002	Humanitarian Daily Ration HDR NSN: 8970-01-375-0516 FOB: Origin Inspection/Acceptance at Origin	250,000	BX	\$38.50	9,625,000.00
15G. TOTAL AMOUNT OF CONTRACT					\$ 81,205,000.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP0200-R-7049 CONTINUED ON SCH. PAGE * including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER JAMES A. LECOLLIER	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>James A. Lecollier</i> (Signature of Contracting Officer)	20C. DATE SIGNED 3/31/03
BY _____ (Signature of person authorized to sign)			

AMERIQUEL GROUP LLC D/B/A AMERIQUEL PACKAGING

Section "B" Supplies/Services and Prices
Base Year

The effective period of this contract is from date of award through December 31, 2003.

<u>LINE</u>	<u>ITEM/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>F.O.B.</u>
0001	Meal, Ready-to-Eat, Individual NSN: 8970-00-149-1094	\$47.72	Origin

Minimum Quantity: 1,000,000 BX
Minimum Dollar Value: \$47,720,000.00

Maximum Quantity: 1,500,000 BX
Minimum Dollar Value: \$71,580,000.00

0002	Humanitarian Daily Ration NSN: 8970-01-375-0516	\$38.50	Origin
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Minimum Quantity: 10,000 BX
Minimum Dollar Value: \$385,000.00

Maximum Quantity: 250,000 BX
Maximum Dollar Value: \$9,625,000.00

Inspection and Acceptance points for this contract shall be as follows:

<u>ITEM</u>	<u>INSPECTION</u>	<u>ACCEPTANCE</u>
0001	Origin	Origin
0002	Origin	Origin

*Amendments 1- 3 all contractor and government correspondence including final revised letter dated 2/26/03

AMERIQUEL GROUP LLC D/B/A AMERIQUEL PACKAGING**Places of Performance and Inspection Offices:**PLACE OF PERFORMANCE

AmeriQual Group LLC
D/B/A AmeriQual Packaging
225 West Morgan Avenue
Evansville, IN 47710

INSPECTION OFFICES

Army Veterinary Inspection Activity
(AVI)

INSPECTION OFFICE

Anthony G. Chartrand, OIC
Louis S. Obot, AOIC
Jack C. Whitt, AOIC
USDA, AMS, FV, PPB
4318 North Technology Drive
South Bend, IN 46628-9752

Retort Items:PLACE OF PERFORMANCE

AmeriQual Foods
18200 Highway 41 North
Evansville, IN 47711

INSPECTION OFFICE

Same as above

Miscellaneous Items:PLACE OF PERFORMANCE

TransPackers, Inc.
419 Vandervoort Ave
Brooklyn, NY 11222-5313

INSPECTION OFFICE

USDA, AMS, FV, PPB
William Wright, OIC
Park Plaza Professional Bldg., Ste. 304
622 Georges Road
North Brunswick, NJ 08902-3377

PLACE OF PERFORMANCE

Sterling Foods Inc.
1075 Orion Parkway
San Antonio, TX 78216

INSPECTION OFFICE

USDA, AMS, FV, PPB
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131
956-514-5562

PLACE OF PERFORMANCE

Interbake Foods Inc.
900 Terminal PL
Richmond, VA 23261

INSPECTION OFFICE

Kathryn G. Hernandez, OIC
USDA, AMS, FV, PPB
1 North 14th St., Room 332
Richmond, VA 23219-3601

AMERIQUEL GROUP LLC D/B/A AMERIQUEL PACKAGING

PLACE OF PERFORMANCE

PORTIONPAC
1609 Stone Ridge Drive
Stone Mountain, GA 30083

INSPECTION OFFICE

USDA, AMS, FV, PPB
Scott Ball, OIC
Phoenix Center Office Park
1651 Phoenix Blvd. Ste. 1
College Park, GA 30349-5552
770-909-6780

PLACE OF PERFORMANCE

Jianas Brothers Packaging Co.
2533 Southwest Blvd.
Kansas City, MO 64108-2395

INSPECTION OFFICE

USDA, AMS, FV, PPB
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131
956-514-5562

Flameless Ration Heater:

PLACE OF PERFORMANCE

Trutech, Inc.
680 Elton Street
Riverhead, NY 11901-2585

INSPECTION OFFICE

DCMA Long Island
605 Stewart Avenue
Garden City, NY 11530-4761
516-228-5720

AMERIQUAL GROUP LLC D/B/A AMERIQUAL PACKAGING**Authorized Production Standards:**

ITEM	LOT NUMBER
Bean & Rice Burrito	2053B
Beef Enchiladas	2144V1
Beef Patty	2305V1
Beef Ravioli	2067B
Beef Roast w/Vegetables	2099B
Beef Steak w/Mushrooms	2051B
Beef Stew	2141M2
Beef Teriyaki	2164V1
Boneless Pork Rib	2136V1
Cheese Tortellini	2053B
Chicken w/Cavetelli	2070B
Chicken w/Noodles	2056B
Chicken w/Salsa	2031A
Chili & Macaroni	2143V1
Chicken Tetrazinni	2037A
Chicken Breast Fillet	2086B
Country Captain Chicken	2077B
Jambalaya	2311M1
Meatloaf w/Gravy	2130V1
Pasta w/Vegetables	2045A
Spaghetti w/Meat Sauce	2074B
Thai Chicken	2219M1
Turkey Breast Pot/Gravy	2263V1
Vegetable Manicotti	2133B
Applesauce (Type I)	2051C
" Rasp. (Type VI)	2051C
Applesauce Carbo Enhance.	2189M1
Beef Snacks	2200
Buttered Noodles	2050C
Cappuccino, French Van.	2137, 2207
" Mocha	2121, 2207
Chocolate Chip Cookies	2221
" Mint Cookies	2235
" Disc Cookie	2231
" Sports Bar	2192
Clam Chowder	2142M1
Crackers, Plain	2067
" Vegetable	2079

AMERIQUAL GROUP LLC D/B/A AMERIQUAL PACKAGING

ITEM	LOT NUMBER
Fig Bar	2170
Hot Sauce	2211
Mashed Potatoes	2304M1
Minestrone (Stew)	3018B
Noodles, Chow Mien	2205
Nut Raisin Mix	2169
Oatmeal Cookie	2222
Potato Sticks	2232, 2045
Pretzels	2281
Pretzels Ch Fill. Chdr	2129
“ Ncho	2142
Red Pepper, Ground	2173
Rice Mexican	2193A
“ Yellow/Wild Pilaf	2289
Roasted Peanuts	2165
Seasoning Blend, Salt Free	2207
Van. Sug. Cr. Wafer Cook.	2179
Western Beans	2197A
Dairy Shake Vanilla	2207, 2162
“ Strawberry	2205, 2163
“ Chocolate	2196, 2165
Barbecue Sauce	2191
Picante Sauce	2168
Flameless Ration Hearers	2217

CONTRACT OPTIONS

This contract contains two one-year option periods for the above line items. The Government may exercise the contract options to include any, one, or all of the contract line items. If the Government exercises its option(s), the effective period of the contract may be extended as follows:

The effective period of option year one is from date of award through 365 days thereafter.

The effective period of option year two is from date of award through 365 days thereafter.

AMERIQUAL GROUP LLC D/B/A AMERIQUAL PACKAGING

<u>ITEM 0001</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	*500,000 BX	*

Option Year Two	*500,000 BX	*
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<u>ITEM 0002</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	10,000 BX	250,000 BX

Option Year Two	10,000 BX	250,000 BX
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*If the option year is invoked the contract minimum and maximum quantity will be established in accordance with Section M-6, Page 126, of the solicitation.

<u>ITEM 0001</u>	<u>UNIT PRICE</u>
Option Year One	**
Option Year Two	**

<u>ITEM 0002</u>	<u>UNIT PRICE</u>
Option Year One	\$39.00 BX
Option Year Two	\$39.50 BX

**The unit price for the MRE option year prices will be established at the time the option is exercised. These prices will utilize the price tiers submitted under the final revised proposal dated February 23, 2003. The quantity that is awarded will establish the basic unit price. Additional orders above the minimum will be priced I/A/W those prices submitted in response to Section L-3(c)(3) of solicitation SP0300-02-R-7049.

Unit prices for initial order quantities shall be as submitted in awarded final revised offers under provision L-3 (c) (4) of the contract. It should be noted that each offeror's prices for all tiers for each option year submitted in their final revised proposal remain in effect.

The contractor is alerted to the fact that delivery order SP0300-03-D-Z106/0001 covering the allocated share of the Governments Overall Minimum Quantity Requirement cited in the solicitation is hereby issued concurrently, although under separate cover, with this award.

REMITTANCE ADDRESS:

AmeriQual Packaging
C/o PNC Bank
P.O. Box 640852
Pittsburgh, PA 15264-0852



**DEFENSE LOGISTICS AGENCY
DEFENSE PERSONNEL SUPPORT CENTER
2800 SOUTH 20TH STREET
PHILADELPHIA, PENNSYLVANIA 19145-5099**



IN REPLY
REFER TO

DPSC- HRAA

March 31, 2003

SUBJECT: Special Instructions Pertaining to Defense Personnel Support Center Contract No. SPO300 -03-D-Z106
Contractor AmeriQual Group, LLC, D/B/A AmeriQual Packaging

TO: DMC INDIANAPOLIS, 8899 East 56th Street, Indianapolis, IN 47710
Attn: DCMDE-G10B

REFERENCE: FAR 42.302. Instructions are applicable only if ☒ is entered below:

1. ☐ Inspection is to be performed under the Subsistence Inspection Manual, DPSCM 4155.6, by the Veterinary Corps or U.S. Department of Agriculture.
2. ☐ Quality Assurance is to be performed by the cognizant DCMAO.
3. ☐ Government Furnished Property (GFP) clause is applicable to this contract and forms a part of this letter. The CAO will accomplish negotiation and supplemental agreements to effect contract settlement and closeout. The contracting officer will provide disposition and shipping instructions on excess inventory. A copy of the closed and audited official GFP record will be provided to the contracting officer within 30 days of contract completion.
4. ☒ Authority is delegated to effect contract modifications, including negotiations for:
 - ☒ Administrative changes.
 - ☐ Change orders pursuant to modified shipping instructions or diversions.
 - ☐ Supplemental Agreements resulting from change orders issued under the Changes clause (excluding acceptance of nonconforming supplies).
 - ☒ Supplemental Agreements to revert F.O.B. destination shipments to F.O.B. origin, and price adjustment therefor, under DPSC clause 52.247-9P15 when seavan through container shipment becomes applicable.
5. ☐ Disposition of food supplies in the hands of a contractor as GFP which are damaged, scrap, salvage, deteriorated, spoiled, contaminated, unwholesome or other potential health hazard, based upon the contracting officer directions.
6. ☐ Approval/disapproval of contractor-requested appeal inspection or reinspections.
7. ☒ Provide one copy of all reports of damaged receipts and a copy of the final disposition instructions to DPSC-HONI.
8. ☒ Material Release Orders for removal of nonconforming supplies by contractors from storage points will be issued by DPSC-HONI.
9. ☐ This contract is assigned for inspection only.
10. ☒ For each potential or actual delinquency against this contract (unless previously reported) immediately forward DD Form 375-2 (Flash Notice) to this Center addressed to DPSC-HONI and mark for ATTN: DPSC-HONI. In addition, whenever DD Form 375c, Production Progress Report (Continuation) is required by Defense FAR Supplement 242.1107(b)(iv), forward report in duplicate addressed to DPSC-HONI. Mark one copy: "Contracting Officer's copy, ATTN: DPSC-____", mark other copy: "IM copy, addressed to Attn: DPSC-HONI." Electronically transmitted reports will be marked to attention Contracting Officer and IM as indicated above.
11. ☐ If the contractor is a small business and requires assistance to perform in accordance with contract terms and conditions, the ACO shall coordinate with the local SBA office and establish a joint team to provide the necessary technical and management assistance. If specialized technical expertise is required, the ACO may direct a request to the contracting officer.
12. ☐ This is the first award to this Small Disadvantaged Business (SDB) or the first for the item being procured. Request a postaward orientation conference be conducted in accordance with FAR 42.501(b). If a recent postaward conference has been performed with this SDB, a letter or other form of written communication may be used in lieu of a conference as long as a copy of the communication is furnished to the undersigned.
13. ☒ The following functions are retained by contracting office:
 - a. Sanitary plant approval.
 - b. Claims other than those pertaining to (i) shipment discrepancies or damage of astray shipments; (ii) government created plant or manufacturing stoppage.
 - c. Changes in contract terms relating to scope of work, schedule, item price (except under 4 above) or technical specifications.
 - d. Decision to accept/reject nonconforming supplies offered for waiver action.
 - e. Warranty action under the warranty clause for items accepted and delivered.
 - f. Contractual determinations resulting from reported unsanitary plant conditions.
 - g. Authorization and payment of USDA costs for reinspection and appeal inspections.
 - h. Production Status on Ration Assembly contracts.

NOTE: The contracting officer may be reached by telephone Area Code 215-737- 3625 . (DSN: 444- 3625).
☒ Copies of this Contract have been furnished:

NO. COPIES

DCMD CODE

USDA CODE

VET CORPS CODE.

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S1501A

JAMES A. LECOLLIER
CONTRACTING OFFICER

5

H00337

DPSC FL
SEP 94

1784-3A

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